



IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: November 01, 2017.

Craig A. Gargotta

UNITED STATES BANKRUPTCY COURT CRAIG A. GARGOTTA
WESTERN DISTRICT OF TEXAS UNITED STATES BANKRUPTCY JUDGE
SAN ANTONIO DIVISION

IN RE	:	
	:	
RANDY BENAVIDES BALDERAS	:	Case No. 16-52554-cag
	:	
DEBTOR	:	
	:	
CAPITAL FARM CREDIT, PCA	:	
	:	Adv. No. 17-05019-cag
Plaintiff	:	
	:	
Versus	:	
	:	
RANDY BENAVIDES BALDERAS	:	
	:	
Defendant	:	

AGREED JUDGMENT

PURSUANT TO THE AGREEMENT OF THE PARTIES, judgment is hereby entered in this proceeding in favor of Capital Farm Credit, PCA, the Plaintiff, and against Randy Benavides Balderas, the Defendant in the principal amount of

\$49,948.17.

Interest shall accrue on the principal amount of the Judgment an annual rate of 6% beginning October 1, 2017 and continuing until paid in full.

Defendant agrees to satisfy this Judgment by paying 9 monthly installments of principal plus interest as follows: 8 monthly installments of \$5689.46 and a 9th and final installment of \$5689.51. The first installment is due on the first day of November, 2017, and subsequent installments are due on the first day of the next successive 8 months.

The Court decrees and Defendant agrees that the source of funds for payment of the judgment must be other than the liquidation of collateral of either Capital Farm Credit PCA or Capital Farm Credit FLCA.

The Court decrees and the Defendant agrees that payments made on the Judgment debt shall be credited against the outstanding balance of the loans owed by Balderas and/or Big Racques Ranches LLC to Capital Farm Credit, PCA. Once those are paid then payments on the Judgment debt shall be applied to the loans owed by Balderas and/or Big Racques Ranches, LLC to Capital Farm Credit, FLCA. Payments shall be applied first to outstanding accounts receivable, then to accrued but unpaid interest, and then to principal.

The Court decrees that the principal and interest owed pursuant to this Judgment are non-dischargeable pursuant to 11 U.S.C. 523.

So long as Balderas remains current in the payments under this Agreement, Capital Farm Credit agrees not to abstract or execute on the Judgment. In the event that Balderas defaults in the payment terms provided in this Judgment, and such default remains uncured following fifteen (15) days of written notice being sent by certified mail to: a) Randy Benavides Balderas, P. O. Box 40, Charlotte, TX 78011; and b) William R. Davis, Jr., Langley & Banack, Inc., 745 E. Mulberry, Suite 700, San Antonio, TX 78212, Capital Farm Credit may abstract and execute on the Judgment.

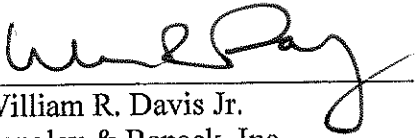
So ordered.

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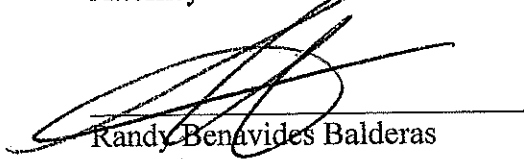
Agreed to in form and substance:



Patrick H. Autry
Branscomb PC
Attorneys for Plaintiff



William R. Davis Jr.
Langley & Banack, Inc.
Attorneys for Defendant



Randy Benavides Balderas
Defendant